

## **Warranty routines**

**valid from 2010-05-01**

The goal is mainly that...

- A replacement shall be at the customer no more than three days after Cyklop Teknik AB has received a filled out complaint form.
- The claim shall be investigated within 2 weeks after receiving returned goods.
- A credit note shall, when the claim has been approved, be issued within 4 weeks.

Please follow these steps in order to make a claim:

- 1. Use the file attached with this mail.**
- 2. Fill out the form accordingly.**
- 3. Fax the form to 7 m`cd`HY\_b] `56 on fax no. +46 (0)371 50775.  
ONLY FAXED CLAIMS ARE ACCEPTED.**

Upon receiving the filled out form, Cyklop Teknik AB will send a replacement item to customer and send an invoice to the sales company (Will not happen if only a credit is wanted.).

A claims meeting will be held at Cyklop Teknik AB and a decision will be made whether or not the claim will be accepted.

Cyklop Teknik will then fax the claims form in return with a decision and if the item shall be returned to Burtech AB or not.

On approval, a credit note will be sent out to the concerned sales company.

Cyklop Teknik AB warranty covers fault in design and material of the machine for one year. See next page for more information.



CYKLOP TEKNIK AB

### **Delivery Conditions**

All machines are quoted on the standard concept and any alterations should be separately defined. When ordering full automatic machines please make sure that the specification sheet is filled out.

Cyklop Teknik AB are supplying the machine function, not complete systems if otherwise is not specially agreed.

The buyer should have trained service engineers for installation, troubleshooting and servicing of the machine.

Machines and documentation are produced in the name of Cyklop. The text is available in Swedish or English, translation into other languages should be arranged by the buyer and costs therefore be borne by him.

Delivery Terms are:

Ex-works, Burseryd, Sweden (packaging excluded).

Order by fax: +46 (0)371 507 75

Order by e-mail: sales@cykloptechnik.se

### **Liability for defects; Warranty**

Pursuant to the provisions of this Warranty Cyklop Teknik AB (herein after referred to as "CT") shall remedy any defect or non-conformity in the Works resulting from faulty design, materials or workmanship. Under no event CT assumes a guarantee for properties and conditions.

CT's liability is limited to defects in the works, which appear within a period of 12 months with a daily use for 1 shift (8 hours) from transfer of risk or taking over of the goods. If the daily use exceeds the agreed use, this warranty period shall be reduced proportionately. If taking-over has been delayed for reasons for which the purchaser is responsible, CT's liability for defects shall not be extended beyond 18 months after delivery.

The purchaser shall without undue delays notify CT in writing, describing the defect, of any defect that appears. Such notice shall under no circumstance be given later than 2 weeks after the expiry period given under sect. 2. If the purchaser fails to notify CT in writing of a defect within the time limit set forth in this clause, he loses his right to have the defect remedied.

The expiration of the period stated under Section 2 is suspended with the occurrence of the defect and continues with the effected remedy of the defect.

Provided that the defect may cause serious damage, the purchaser shall immediately inform CT in writing. The purchaser shall bear the risk of damage resulting from his failure so to notify.

On receipt of the notice CT shall remedy the defect without undue delay at his own cost. Provided the expected costs for CT to remedy the defect are unreasonably high, CT may assign a third party to remedy the defect. The purchaser shall remedy minor defects after consultation with CT. The purchaser shall at his own expense arrange for any dismantling and reassembly of equipment other than the works to the extent that this is necessary to remedy the defect.

If the purchaser has given notice to CT and no defect is found for which CT is liable, CT shall be entitled to compensation for the costs incurred as a result of the notice.

Wear and tear parts are excluded from liability. Condition precedent to CT's liability is the regular, proper and verifiably professionally carried out maintenance, the use of CT materials and wear and spare parts as well as the appropriate storage of the goods. No remedy of a defect shall be considered to be an acknowledgement.

If the purchaser has given such notice as mentioned in Section 3 and no defect is found for which CT is liable is found, CT shall be entitled to compensation for all costs incurred as a result of this notice.

Cyklop Teknik will compensate the customer for his expenses in connection with repairs, travels etc. with a fix sum of SEK 400 per hour or 3 500 per day inclusive travel costs.

### **This compensation will be paid if:**

- The purchaser at first has been in contact with the CT Technical Phone Support and that the problem couldn't be solved by phone.
- CT has been informed and accepted that the customer intends to send his personal to the end-user.
- The purchaser has sent a correctly filled in "Claim form" and that CT has accepted the claim as warranty. The claim form can also be sent to CT after the customer have been at the end-user.

### **Limitation of liability**

CT shall not be liable for any damage to property caused by the works after competition and whilst in the possession of the purchaser due to negligence. Nor shall CT be liable for any damage to products manufactured by the purchaser or to products of which the purchaser's products form part due to negligence.

If CT incurs liability towards any third party for such damage to property as described before, the purchaser shall indemnify, defend and hold CT harmless.

This limitation of liability does neither apply to damages due to gross negligence or intent nor to any product liability.

### **Take-back obligation and waste disposal**

In respect of new electrical and electronic equipment to which the WEEE-Directive (2002/96/EU) applies to, put into circulation after the 13.08.2005 the purchaser shall be liable for the waste disposal according to the provisions of the law.

The same applies to electrical and electronic equipment put into circulation as new equipment before the 13.08.2005.

### **Software**

As far as any computer software makes part of the delivery, the purchaser is entitled to non-exclusively use the software and documentation with the determined goods/delivery item. CT reserves all other rights in respect of software, documentation and copies. The purchaser is not entitled to sublicense.

The purchaser is not entitled to duplicate, reproduce, and modify the software, not to change or eliminate manufacturer's data and Copyright notice.

### **Disputes; Applicable law**

Any dispute, controversy, question or interpretation arising under, out of, in connection with, or in relation to the contract or business relation between CT and the purchaser shall be submitted to, determined and settled by the appropriate competent Court in Sweden. The parties hereby submit to the jurisdiction and venue of any such court.

The laws of Sweden excluding the application of the CISG shall govern all business transactions or contracts between CT and the purchaser.

### **Sever ability clause**

Should any of the provisions in these General Purchasing Conditions be or become invalid or void, this shall have no effect on the other provisions. The Parties shall replace the invalid obliged to replace the invalid provision by an arrangement that comes as close as possible to its original business purpose.